DOCUMENT RESUME

ED 119 793 JC 760 186

TITLE	Personnel Files in Two-Year Contracts.
INSTITUTION	City Univ. of New York, N.Y. Bernard Baruch Coll. National Center for the Study of Collective Bargaining in Higher Education.
PUB DATE	76
NOTE	5p.
JOURNAL CIT	The National Center for the Study of Collective Bargaining in Higher Education Newsletter; v4 n1-4 Jan/Feb 1976
EDRS PRICE	MF-$0.83 HC-$1.67 Plus Postage
DESCRIPTORS	*Collective Bargaining; College Faculty; Community Colleges; *Confidential Records; *Contracts; Higher Education; *Junior Colleges; *Personnel Data; Unions
IDENTIFIERS	Personnel Files

ABSTRACT

Eighty-three public two-year college collective bargaining contracts and 47 four-year college contracts in 13 states and the District of Columbia were reviewed to examine references to personnel files. Sixty-six (80 percent) of the two-year contracts contained such clauses, as opposed to 23 of the four-year contracts. This paper catalogues the provisions of the clauses in the two-year college contracts. Fifty-five of the 66 contracts guarantee access to the file for the individual faculty member. Thirty-eight specifically give faculty members the right to respond to material in the file. Twenty-two give faculty the right to reproduce documents found in the personnel file. Nine attempt to specifically list material to be included in the file. Twenty-eight require that any material concerned with grievance activity by faculty members must be kept separately from the file, and that the file may not record any information about grievances. Eight contain provisions which allow faculty members to apply to have reprimands removed from their files after a specified period of time. Twenty make reference to the establishment of one central filing system. Data are organized into three tables, which also specify the agent affiliation of the 66 contracts. (Author/NHM)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

ED119793

PERSONNEL FILES IN TWO-YEAR CONTRACTS

The National Center has reviewed 83 public two-year college contracts in thirteen states and the District of Columbia (Table 1). Four out of every five contracts reviewed contained references to personnel files as compared with 23/47 four-year college contracts studied (Newsletter, Vol.3, No.5, Nov./Dec. 1975). The four-year college contracts with personnel file clauses were predominantly from five northeastern states. Eighteen of the 23 clauses were found in Massachusetts, New Jersey, New York, Pennsylvania and Rhode Island. Those five states accounted for only half of the two-year college clauses.

The bargaining agent affiliation of the contracts with and without personnel file clauses is found in Tables 2 and 3.

ACCESS TO PERSONNEL FILES — Fifty-five of the 66 contracts with personnel file clauses guarantee access to the file for the individual faculty member. Eleven clauses are silent about access and no contract specifically denies an employee access to his or her file although 43 clauses denied access to pre-hire information. Thirty-one contracts specifically provides that a representative of the faculty member could view the file either within the presence of the individual or with the person's written permission. One contract gives the agent access without requiring the individual's permission. None of the contracts expressly forbids access to the files by the agent.

ABILITY TO RESPOND TO MATERIAL IN FILE — Thirty-eight of the 66 contracts with personnel files specifically give faculty members the right to respond to material in a personnel file. Twenty-four contracts require an individual to initial material within the personnel file. The initialling signifies acknowledgment that a particular document exists and does not imply acceptance of the substance of the material in the file. Twenty-one contracts provide that an individual may add material to his/her personnel file. This allows an individual to update his/her personnel file with any material considered relevant and does not limit him/her to merely reacting to material placed in his/her file by someone else.

COPIES OF DOCUMENTS FROM FILES — Twenty-two clauses give faculty members the right to reproduce documents found in the personnel files. Nine contracts require that individuals be given copies of any material that is placed in the personnel files at the time the material is inserted.

GRIEVANCE DATA

Twenty-eight of the 66 contracts with personnel file clauses require that any material concerned with grievance activity by faculty members must be kept separately from the personnel file and that the personnel file may not record any information about grievances. One contract contains a contrary position which required that all information about grievance activity be placed in a faculty member's personnel file.

CENTRAL FILES

Twenty of the community college contracts make reference to an official personnel file available at some particular location on campus usually at a place other than the department or division level. The contracts do not expressly prohibit any other files but they do require that any personnel actions taken involving a faculty member be based on material on file in the official personnel file. Six of the contracts set up separate administrative files which the faculty member does not have access to. These administrative files usually contain recommendations, transcripts and other pre-hiring information which is generally denied to the individual faculty member anyway. Two of the contracts return pre-hire information to its source (one if the faculty member is hired; the other after the faculty member attains tenure).

CONTENTS OF PERSONNEL FILES

Nine of the 66 contracts attempt to specifically list material in the personnel files (six have an inclusive list; three have a partial listing). Four contracts require that contents of the personnel files relate only to professional service and five contracts forbid the inclusion of any material from non-professional sources. Unfortunately, these contracts do not give any indication of what sources are considered professional. Five contracts require that any complaints concerning a faculty member be signed by the complainant. One contract clause does not allow any disciplinary information concerning a faculty member to be placed in the personnel files. One other contract establishes a ninety-day time limit for the placement of any information in someone's personnel file.

REPRIMANDS

Two contracts contain provisions which allow faculty members to remove reprimands from their personnel files after two years. Another contract allows material to be expunged after three years. Four other contracts allow faculty members to apply to the appropriate administrator to have material removed from their personnel files. One contract states that once material is placed in a personnel file it may not be removed.

CONCLUSIONS Despite our oft-stated reservations about reaching conclusions based only on reading contract clauses, certain conclusions can be reached. Personnel file clauses are found in 80% of the two-year college contracts but only about half of the four-year college agreements. It might be very interesting for someone to investigate why this difference has developed. Who has access to the files and under what circumstances are important considerations which contract clauses should clearly spell out. One can assume that as economic forces continue to have a negative impact on promotion and tenure decisions, there will continue to be pressure on college managements to open personnel files to review and challenge and to require that only information that faculty members are aware of be used by peers or administrators in making promotion and tenure decisions.

TABLE 1
Two-Year Contracts

State	With Personnel File Clause	Without Personnel File Clause	Total
District of Columbia	1	--	1
Illinois	4	4	8
Kansas	2	1	3
Maine	1	--	1
Maryland	1	--	1
Massachusetts	2	--	2
Michigan	15	3	18
Minnesota	1	--	1
New Jersey	6	--	6
New York	17	1	18
Pennsylvania	7	--	7
Rhode Island	1	--	1
Washington	5	5	10
Wisconsin	3	3	6
Total	66	17	83

UNIVERSITY OF CALIF.
LOS ANGELES

APR 16 1976

CLEARINGHOUSE FOR
JUNIOR COLLEGES

TABLE 2
Two-Year Contracts With
Personnel Files by Agent Affiliation

State	AAUP	AFT	AFT/NEA	IND	NEA	TOTAL
District of Columbia	--	1	--	--	--	1
Illinois	--	3	--	--	1	4
Kansas	--	--	--	--	2	2
Maine	--	--	--	--	1	1
Maryland	--	1	--	--	--	1
Massachusetts	--	1	--	--	1	2
Michigan	--	1	--	2	12	15
Minnesota	--	--	--	--	1	1
New Jersey	--	2	--	--	4	6
New York	--	--	9	8	--	17
Pennsylvania	--	3	--	--	4	7
Rhode Island	--	--	--	--	1	1
Washington	--	3	--	--	2	5
Wisconsin	--	2	--	--	1	3
Total	0	17	9	10	30	66

TABLE 3
Two-Year Contracts Without
Personnel Files by Agent Affiliation

State	AAUP	AFT	AFT/NEA	IND	NEA	TOTAL
Illinois	1	2	--	--	1	4
Kansas	--	--	--	--	1	1
Michigan	--	--	--	1	2	3
New York	--	--	1	--	--	1
Washington	--	--	--	--	5	5
Wisconsin	--	1	--	1	1	3
Sub-total	1	3	1	2	10	17
Grand Total Tables 2 & 3	0/1	17/20	9/10	10/12	30/40	66/83

The National Center
for the Study
of Collective Bargaining
in Higher Education

Baruch College
the City University of New York
17 Lexington Avenue
New York, N.Y. 10010